

STATE OF SOUTH CAROLINA)	BEFORE THE CHIEF PROCUREMENT
OFFICER)	
COUNTY OF RICHLAND)	
)	DECISION
In the Matter of Protests of:)	
)	CASE No's 2009-156 & 2009-157
)	
RN Expertise, Inc. and)	
Surveillance, Resource & Investigation, LLC))	
)	
Materials Management Office)	POSTING DATE: February 1, 2010
RFP No. 5400001023)	
Statewide Term Contract for Drug and)	MAILING DATE: February 1, 2010
<u>Alcohol Testing and Background Checks</u>)	

This matter is before the Chief Procurement Officer (CPO) pursuant to letters of protest from RN Expertise, Inc. (RN Expertise) and Surveillance, Resource & Investigation, LLC (SR&I). With this request for proposals (RFP), the Materials Management Office (MMO) attempts to procure a statewide term contract for drug and alcohol testing and background checks. In the letters, RN Expertise and SR&I protested MMO's intent to award to FirstLab alleging:

1. RN Expertise and SR&I asserted that the quantities listed in the RFP for the background screenings of state employees and students and the student drug tests were grossly underestimated.
2. RN Expertise alleged that the bid should have been a "price bid" rather than an RFP and asserted that it was the lowest responsive bidder.
3. RN Expertise asserted that favoritism was evident during the procurement process in that certain offerors were allowed to submit questions in spite of the fact that the time period allowed for questions had passed.
4. RN Expertise asserted that the award of the contract at issue to FirstLab was arbitrary, capricious, erroneous, or contrary to law in that the evaluators' scoring was subjective and the scores were varied with no rational explanation. RN Expertise further alleged that the evaluators showed bias and favoritism based upon previous relationships with FirstLab.
5. RN Expertise and SR&I asserted that FirstLab offered incomplete pricing for their background checks, specifically Item #7 Background Checks – State Employees and Item #8 Background Checks – Students.

In order to resolve the matter, the CPO conducted a hearing January 21, 2010. Appearing before the CPO were FirstLab, represented by John Kuppens, Esq., and MMO, represented by John Stevens, State Procurement Officer. Although both were properly provided with the hearing notice, neither RN Expertise nor SR&I appeared.¹

NATURE OF PROTEST

The letters of protest are attached and incorporated herein by reference.

FINDINGS OF FACT

The following dates are relevant to the protest:

1. On July 22, 2009, MMO issued the RFP. [Ex. 1]
2. On July 30, 2009, MMO issued Amendment #1. [Ex. 2]
3. On August 11, 2009, MMO issued Amendment #2. [Ex. 3]
4. On August 24, 2009, MMO issued Amendment #3. [Ex. 4]
5. On August 25, 2009, MMO issued Amendment #4. [Ex. 5]
6. On August 31, 2009, MMO issued Amendment #5. [Ex. 6]
7. On September 14, 2009, MMO opened the proposals received.
8. After the evaluators scored the proposals, the composite scores were:

<u>Offeror</u>	<u>Total Score</u>
FirstLab	457.55
Pembroke	385.75

¹ On January 20, 2010, Ms. Christine Steele of RN informed the CPO via electronic mail that she would not attend due to an illness in her family. The CPO asked Ms. Steele if she requested continuance writing, "I would gladly consider a request for a continuance from you based on her son's illness if you wish to attend. Do you request a continuance or should I proceed as scheduled?" Ms. Steele responded, in part, "I really do not have anything to add" and "Please continue with your hearing."

Accudiagnostics	377.60
RN Expertise	363.00
SR&I	358.50
[Ex. 13]	

9. On December 9, 2009, MMO posted a notice of intent to award to FirstLab. [Ex. 7]

MOTIONS TO DISMISS

FirstLab offered motions to dismiss the protest issues below.² MMO joined it the motions.

1. RN Expertise and SR&I asserted that the quantities listed in the RFP for the background screenings of state employees and students and the student drug tests were grossly underestimated;
2. RN Expertise alleged that the bid should have been a “price bid” rather than an RFP, and RN Expertise asserted that it was the lowest responsive bidder; and
4. RN Expertise asserted that the award of the contract at issue to FirstLab was arbitrary, capricious, erroneous, or contrary to law in that the evaluators’ scoring was subjective and the scores were varied with no rational explanation. RN Expertise further alleged that the evaluators showed bias and favoritism based upon previous relationships with FirstLab.

First, the parties moved to dismiss protest issues 1 and 2 as untimely pursuant to S.C. Code Section 11-35-4210(1)(a). They collectively argued that these two claims directly related to the form and substance of the solicitation rather than the intent to award the subject contract.

The South Carolina Consolidated Procurement Code (Code) reads,

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the appropriate chief procurement officer in the manner stated in subsection (2)(b) within ten days of the date award or notification of intent to award, whichever is earlier, is posted in accordance with this code; except that a matter that could have been raised pursuant to (a) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract. [11-35-4210(1)(b)] [Emphasis added]

² As a preliminary matter, FirstLab also moved to dismiss both protests in their entirety due to failure to prosecute. However, S.C. Code Ann. § 11-35-4210(4) requires the CPO to conduct an administrative review of protests, and no hearing is required. Therefore, this motion was denied.

Protests arising from a solicitation must be filed “within fifteen days of the date of issuance of the Invitation for Bids or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue.” S.C. Code § 11-35-4210(1)(a). Further, filing deadlines are jurisdictional. Protest of Companion Property and Casualty Insurance, Case No. 2004-4 (The CPO found that he lacked jurisdiction because the protest was not filed within 15 days as required by 11-35-4210(1)).

The CPO agrees that these claims are protests of the solicitation itself rather than of the award. MMO notified all prospective offerors of the background check and drug testing quantities and the source selection method in the RFP issued July 22, 2009, and the last Amendment to the RFP was issued on August 31, 2009. If RN Expertise and SR&I objected to the source selection method being an RFP, rather than an invitation for bids, either offeror could have protested the solicitation pursuant to S.C. Code § 11-35-4210(1)(a). However, neither RN Expertise nor SR&I filed a protest of the solicitation. Instead, RN Expertise and SR&I waited until the notification of award before filing their protests. Calculating the 15 day deadline from either the date the RFP was issued or the date of the last amendment, the protest filed on December 17, 2009, were filed well past the deadline allowed for solicitation-related protests. Therefore, the motions to dismiss protest issues 1 and 2 are granted, and issues 1 and 2 are dismissed as untimely filed.

FirstLab also moved to dismiss protest issue #4 for failure to state a claim. Specifically, FirstLab stated that “RN Expertise offers only bald assertions that the evaluation committee did not provide adequate explanation for its scoring and that it unfairly favored FirstLab as the current provider of the solicited services.”

The CPO disagrees. While the protest issues may not prevail, RN Expertise certainly gave notice of the issues to be decided as well as stated a claim to its protest in issue #4. Therefore, the motion to dismiss allegation #4 is denied.

CONCLUSIONS OF LAW

The remaining issues before the CPO are issues 3, 4 and 5. The CPO makes the following conclusions of law regarding these allegations.

In protest issue #3, RN Expertise asserted that favoritism was evident during the procurement process in that certain offerors were allowed to submit questions in spite of the fact that the time period allowed for questions had passed. Specifically, RN Expertise alleged that the issuance of amendment five on August 31, 2009 [Ex. 6] was improper because it was beyond the date indicated for questions on the cover page of amendment four [Ex. 5].

As stated previously, the Code provides:

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the appropriate chief procurement officer in the manner stated in subsection (2)(b) within ten days of the date award or notification of intent to award, whichever is earlier, is posted in accordance with this code; except that a matter that could have been raised pursuant to (a) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract. § 11-35-4210(1)(b) (Emphasis added)

However, S.C. Code Ann. § 11-35-4210(1)(a) states that protests arising from a solicitation must be filed “within fifteen days of the date of issuance of the Invitation for Bids or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue.”

The CPO finds that this claim could have been raised as protest of the solicitation. As stated previously, this protest was filed on December 17, 2009, which was well beyond the 15 days of the issuance of amendment five. Therefore, this claim is untimely and is dismissed.³

In protest issue #5, RN Expertise asserted that the award of the contract at issue to FirstLab was arbitrary, capricious, erroneous, or contrary to law in that the evaluators' scoring was subjective and the scores were varied with no rational explanation. RN further alleged that the evaluators showed bias and favoritism based upon previous relationships with FirstLab.

All five evaluators, Mary Androne of the University of South Carolina, John Dozier of the South Carolina Department of Education, Wendy Henke of the South Carolina Department of Transportation, Scott Norton of South Carolina Probation, Parole and Pardon Services, and Derrick Pringle of Midlands Technical College, attended the hearing and testified regarding their evaluations. All five stated that Georgia Gillens, MMO Procurement Manager, instructed them in the evaluation process. [See also Ex. 22.] All testified that they evaluated the proposals independently. All testified that they held no conflict of interest regarding any of the offerors. All signed conflict of interest certifications. [Ex. 23]

Regarding RN Expertise's assertion of evaluator favoritism based upon previous relationships with FirstLab, Ms. Androne, Mr. Norton and Mr. Pringle stated they had no prior experience with FirstLab. Mr. Dozier noted that FirstLab had held his agency's previous contract, but he stated that his involvement was merely to pay the bills and that this had no effect on his evaluation. Ms. Henke testified that she had experience with both FirstLab as well as Accudiagnostics, another offeror, but this prior experience did not affect her evaluations in any way.

³ Even if this matter had been timely raised, RN Expertise failed to offer any evidence that the submission of questions at this juncture was not harmless error. However, the CPO reminds procurement officers to clearly specify when or if questions will continue to be permitted and to update the cover page to reflect the amended date by which any such questions must be received.

Regarding their evaluations, all five evaluators testified regarding their independent evaluations and their reasons for their scoring. They praised First Lab's proposal. Examples of their comments were FirstLab's response was clear, responsive, with data to back up its proposal (Ms. Androne), First Lab's response was well written, addressed all requirements, easy to read, and very well prepared (Mr. Dozier), and First Lab met RFP, it was specific, above and beyond (Ms. Henke). All refuted the allegation that they were biased in favor of FirstLab.

Section 11-35-2410(A) reads, "The determinations required by the following sections and related regulations are final and conclusive, unless clearly erroneous, arbitrary, capricious, or contrary to law . . . Section 11-35-1530(7) (Competitive Sealed Proposals, Selection and Ranking of Prospective Offerors), Section 11-35-1530(9) (Competitive Sealed Proposals Award)." According to the South Carolina Procurement Review Panel, the burden is on the protestants to prove by a preponderance of the evidence that the evaluators acted erroneously, arbitrarily or capriciously. In Re: Protest of Travelsigns, Case No. 1995-8.

The CPO finds that RN Expertise failed to prove the evaluations were arbitrary, capricious, erroneous or contrary to law. Accordingly, this claim is denied. To the extent that RN Expertise also argues that the evaluators' scoring was subjective, it fails to state a claim. A subjective evaluation by the evaluators is an inherent part of the RFP process, and it is not improper. In Re: Protest of Drew Industrial Division, Case No. 1993-14 (stating "the variation of evaluators' scores alone, is only proof of the subjective nature of the evaluation aspect of the RFP process.") Therefore, this allegation is also denied.

In protest issue #5, RN Expertise and SR&I asserted that FirstLab offered incomplete pricing for their background checks, specifically Item #7 Background Checks – State Employees and Item #8 Background Checks – Students.

FirstLab's initial response did not comply with the RFP in that its price for background checks was not fixed, as required by the RFP. Instead First Lab qualified its price offer for background checks writing in line item 7, Criminal Background Checks – State Employee and line item 8, Criminal Background checks – Students, by offering a price of \$41.25 “plus any access fee.” [Ex. 16, p. 61] FirstLab later explained that

State access fees for criminal checks can run anywhere from “No Charge” up to a maximum of \$55.00/inquiry (charged by NY State). South Carolina charges a \$26.00 access fee per check and based on the assumption that the majority of the criminal checks will be run on South Carolina residents, FirstLab has added the \$26.00 fee to our current proposed price.” [Ex. 18]

Following the opening of the proposals, Ms. Gillens engaged in discussions with five offerors determined to be reasonably susceptible of being selected for award. Under authorization from the CPO, on December 1, 2009, Ms. Gillens sent messages via electronic mail to FirstLab, Pembroke, Accudiagnostics, RN Expertise, and SR&I identifying incomplete or non-responsive aspects of each proposal and allowing each offeror to revise their proposal by December 2, 2009. Ms. Gillens entered into discussions with FirstLab regarding its price for background checks. FirstLab responded to Ms. Gillens by providing an amended fixed price for criminal background checks of \$67.25 each for line items 7 and 8 and an amended total offer of \$508,475 (up from the initial total price offer of \$482,475) thereby complying with the requirement of the RFP for fixed prices. [Ex. 18]⁴ FirstLab's proposal was then evaluated and scored based upon this fixed price.

The Code authorizes such exchanges. S.C. Code Ann. § 11-35-1530(6) reads,

As provided in the request for proposals, and under regulations, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. All offerors whose proposals, in the procurement officer's sole judgment, need clarification must be accorded that opportunity.

⁴ The CPO notes that FirstLab, RN Expertise and SR&I were all allowed to submit revisions of their proposals.

Regulation 19-445.2095 elaborates on the Code, reading:

I. Discussions with Offerors

(1) Classifying Proposals.

For the purpose of conducting discussions under Section 11-35-1530(6) and item (2) below, proposals shall be initially classified in writing as:

- (a) acceptable (i.e., reasonably susceptible of being selected for award);
- (b) potentially acceptable (i.e., reasonably susceptible of being made acceptable through discussions); or
- (c) unacceptable.

(2) Conduct of Discussions.

If discussions are conducted, the procurement officer shall exchange information with all offerors who submit proposals classified as acceptable or potentially acceptable. The content and extent of each exchange is a matter of the procurement officer's judgment, based on the particular facts of each acquisition. In conducting discussions, the procurement officer shall:

- (a) Control all exchanges;
- (b) Advise in writing every offeror of all deficiencies in its proposal, if any, that will result in rejection as non-responsive;
- (c) Attempt in writing to resolve uncertainties concerning the cost or price, technical proposal, and other terms and conditions of the proposal, if any;
- (d) Resolve in writing suspected mistakes, if any, by calling them to the offeror's attention.
- (e) Provide the offeror a reasonable opportunity to submit any cost or price, technical, or other revisions to its proposal, but only to the extent such revisions are necessary to resolve any matter raised by the procurement officer during discussions under items (2)(b) through (2)(d) above.

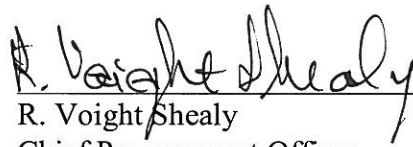
(3) Limitations. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Ordinarily, discussions are conducted prior to final ranking. Discussions may not be conducted unless the solicitation alerts offerors to the possibility of such an exchange, including the possibility of limited proposal revisions for those proposals reasonably susceptible of being selected for award.

(4) Communications authorized by Section 11-35-1530(6) and items (1) through (3) above may be conducted only by procurement officers authorized by the appropriate chief procurement officer.

As stated above, Ms. Gillen determined that certain offerors were reasonably susceptible of being selected for award and entered into discussions in writing after being authorized by the CPO. Therefore, her actions were warranted under the Code and the supporting Regulation. Neither RN Expertise nor SR&I offered any evidence that these discussions were not conducted properly. According, this allegation is without merit and is denied.⁵

DETERMINATION

For the aforementioned reasons, the protests of RN Expertise and SR&I are denied.



R. Voight Shealy
Chief Procurement Officer
for Supplies and Services



Date

Columbia, S.C.

⁵ After FirstLab's proposal was found to be the most advantageous to the State, Ms. Gillens did engage in negotiations with FirstLab pursuant to S.C. Code Ann. Section 11-35-1530(8). During the negotiations, FirstLab proposed a price of \$37.50 for items 7 and 8 plus any access fees and provided a schedule itemizing the fees for all states in order to establish a fixed price for each check ordered by the State. After estimating it would save the State \$44,250, Ms. Gillens accepted FirstLab's negotiated price, which was not improper.

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: www.procurementlaw.sc.gov

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 83.1 of the 2008 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410(4). . . . Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of hardship, the party shall submit a notarized affidavit to such effect. If after reviewing the affidavit the panel determines that such hardship exists, the filing fee shall be waived." 2008 S.C. Act No. 310, Part IB, § 83.1. PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, a business must retain a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003).

RN Expertise, Inc.

December 17, 2009

State of South Carolina, MMO
Mr. John Stevens,
Chief Procurement Officer
1201 Main Street, Ste 600
Columbia, SC 29201

RE: Protest of Intent to Award Solicitation # 5400001023, Statewide Term Contract for Drug and Alcohol Testing and Background Checks to First Lab

Dear Mr. Stevens:

RN Expertise, Inc. wishes to protest the award of Solicitation # 5400001023 to First Lab. RN Expertise, Inc. feels that it has been aggrieved in connection with the aforementioned intent to award due to the fact it is arbitrary, capricious, erroneous and shows biased and favoritism. The evaluation method and scoring displays total subjectivity by 5 evaluators with scores ranging by 30 or more points without any adequate explanation. With First Lab being the incumbent vendor for numerous years, there appears to be an unfair advantage of scoring due to the biased previous relationship with this vendor. All vendors that submitted proposals were considered to be responsive and all have experience with the identical services required by the State of South Carolina. RN Expertise, Inc. was the lowest responsive bidder and responded to all required specifications in the RFP response.

In accordance with S. C. Code of laws Title 11, Chapter 35, Section 11-35 1530(9) Award. It states that Award must be made to the responsible offeror whose proposal is determined to be the most advantageous to the State, taking into consideration price and evaluation factors set forth in the request for proposals, unless the procurement officer determines to utilize one of the option provided in Section 11-35-1530(8). RN Expertise, Inc. does not feel it is advantageous for the state to pay \$336,125.00 in additional fees not including the incomplete pricing of background checks that were not provided by First Lab to the State. The purpose of the bid process is to provide equal opportunity and fair competition while obtaining services from a responsive bidder at the lowest price.

All 5 evaluators scores varied greatly and had no rationale explanation of the extreme range of points awarded to the vendors. While one evaluator stated RN's proposal was too detailed, another stated it was not detailed. RN Expertise, Inc. followed the exact outline of the RFP. RN provides the exact services as First Lab. RN Expertise, Inc. has been in business since 1993. The comments made by the evaluators were erroneous. While one evaluator scored RN's proposal the highest with a 90, another gave it a score of 60.

When being contacted to turn in additional sites by Ms. Gillens, it was put in writing that Lab Corp collection sites would not be acceptable. This is in direct conflict to the RFP requirements. RN's score was also not changed when additional sites were submitted. In addition, the # of background checks required was by no means accurate.

In addition, after Amendment 4 was received and the bid to be submitted by September 1st, the Contracting Officer extended the bid after everyone had submitted their response by the required deadline. . This notice was posted after business hours at around 10 PM when everyone had submitted their bids. One vendor was allowed to ask additional questions, although the deadline was July 31, 2009. After one vendor was unfairly allowed to ask additional questions past the deadline and after bid submission, the 5th amendment stated there would be no additional questions since the dead line had passed. The dead line had already passed and one vendor was allowed to ask additional questions. This was unfair to all vendors.

One evaluator made the comment that RN Expertise, is a small business. This was a discriminatory remark and unfair. RN Expertise, Inc. provided documentation with experience providing services to entities much larger than the State of South Carolina. The evaluation team scores provided no logical explanation for the low scores for any vendor and was based on totally biased opinion.

The vendors were not required to turn in additional literature regarding 49 CFR Part 40 or any other additional documents and First Lab should not have received any higher score for turning in documents not required by the RFP. RN Expertise, Inc. requests that this bid be placed back to bid or awarded to the lowest responsive bidder since award is arbitrary, capricious and erroneous and lacks responsibility to the tax payers of the State of South Carolina. Prior familiarity with a vendor did not result in a fair scoring process. There is no reason why this was not a price bid since the Department of Transportation guidelines have been in effect since 1994. There was nothing demonstrated in writing the necessity that this bid be an RFP, which allows for subjective favoritism of the selected vendor.

RN Expertise, Inc. plans on revising this protest since it just received the requested documents today. We will do so in accordance with the procurement rules.

Sincerely,

Christine Steele
RN Expertise, Inc.
691 Douglas Ave Ste 101
Altamonte Springs, FL 32714



www.srandi.com

Surveillance, Resources & Investigations, LLC

1300-D East Washington Street
Greenville, SC 29607

Toll: 866-621-1109
Tel: 864-232-4144

Fax: 864-232-4140
E-mail: srllc@srandi.com

December 17, 2009

Chief Procurement Officer
Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201

Submitted via e-mail: protest-mmo@mmo.state.sc.us

**Subject: PROTEST INTENT TO AWARD SOLICITATION #5400001023 TO
FIRST LAB UNDER CONTRACT #4400001944**

Reference: (a) Intent to Award Solicitation #5400001023 Posting date: December 9, 2009,
Page 2 Contract Item Prices
(b) Solicitation #5400001023, Page 33, Section Fixed Pricing Required
(c) Solicitation #5400001023, Amendment #3, Page 17, item #50

Dear Chief Procurement Officer,

SR&I, LLC respectfully protest the intent to award of Solicitation # 5400001023, Statewide Term Contract for Drug and Alcohol Testing and Background Checks.

Our grievance is regarding reference (a), prices for line item #7 Criminal Background Check-State Employee and line item #8 Criminal Background Check – Student are not fixed prices. According to reference (a), the cost of line item #7 and #8 are base price, **“**Line Item 7 and Line Item 8 will reflect base price shown above plus any access fees charged by individual states. These access fees will be a pass through cost based on actual cost assessed by individual states.”**

In accordance with reference (b), the solicitation mandates "FIXED PRICING REQUIRED", stating that any pricing provided by contractor shall include all costs for performing the work associated with that price. This is contradictory to First Lab prices for these two line items, since it is only a “base price” and will be increased with additional “access fees”. This would allow First Lab to charge different prices for different states and different prices for each individual depending upon their previous state(s) of residency.



www.srandi.com

Surveillance, Resources & Investigations, LLC

1300-D East Washington Street
Greenville, SC 29607

Toll: 866-621-1109
Tel: 864-232-4144

Fax: 864-232-4140
E-mail: srllc@srandi.com

Additionally per reference (c), the Criminal Background Check price should be provided "As a package for all the checks". I am unable to locate anywhere within the solicitation allowing for separate pricing per state for the Criminal Background Check line items.

If the state permitted separate pricing option to First Lab, it is prejudicial to the other vendors that were not provided the same pricing option. I request that you find First Lab's prices for line item #7 and #8 invalid. In addition, I request that the contract #4400001944 exclude these services, and a new solicitation be issued for them.

Furthermore, I believe the state was fully aware that the quantities listed for the background screening of state employees and students and the drug testing of students to be grossly under estimated. The quantity of 500 students would only cover one semester of students at one technical college. Given the state has over a dozen technical colleges with at least 2 semesters per year, a more realistic estimated quantity would have been 15,000 per year. This information could have been easily obtained by the state. If the quantities for the student background screening and drug testing had been more accurately captured within the solicitation, it would have greatly affected the scope and pricing of the bid. I believe the state was negligent in their estimated quantities for these services. I request that the contract #4400001944 exclude these services, and a new solicitation be issued for them with appropriate estimated quantities listed.

If you have any questions or need any additional information, please contact me via phone at 864-232-4144 or via e-mail at srllc@srandi.com. Thank you for your time and consideration.

Sincerely,

R.L. Watts
President / Owner
SR&I, LLC
www.srandi.com
tel: (864) 232-4144
fax: (864) 232-4140